# MERCHANT SHIPPING IN THE SEVENTEENTH CENTURY

## THE EVIDENCE OF THE BRISTOL *DEPOSITION BOOKS*

*By Patrick McGrath*

### PART I

THERE are in the Bristol Record Office six volumes known as *Deposition Books* which supply a mass of detailed information concerning merchant shipping in the seventeenth century.[1] The depositions were sworn statements made before the magistrates by people who wished to put on record evidence which might later be required in legal or other proceedings. The volumes in question cover the period 1643 to 1687 and are concerned with many other matters besides those relating to the sea, but naturally maritime affairs were of particular importance in the great seventeenth-century port of Bristol, and a crowd of merchants, masters, masters' mates, boatswains, gunners, pursers, shipwrights, surgeons, and seamen, most of them Bristolians, but a number from other ports and some of them from abroad, trooped into the Tolzey of Bristol to record, often in an interesting and lively fashion, the most varied information concerning losses at sea, damage to cargoes, shipwrecks, piracies, capture by the enemy, ownership, bills of lading, insurance, and a hundred other subjects relating to the ships and the men who sailed in them. The merchant whose vessel had been captured by the enemy; the master anxious to show that he was not personally responsible for leaking casks of wine or grain ruined by salt water; the factor with a complaint against ill-disciplined sailors; the sailor whose wages had not been paid; the passenger with information about trading with the enemy in the Civil War, were but a few of the many witnesses who 'did depose and affirme upon their corporall oathes voluntarily taken vpon the holy Evangelists of God' those statements which give such a vivid picture of merchant shipping 300 years ago.

The depositions do not unfortunately provide much information about shipbuilding in seventeenth-century Bristol. It is true that we learn that

1 Vol. I (1643–7) has been edited by Miss H. E. Nott, and Vol. II (1650–4) by Miss H. E. Nott and Miss Elizabeth Ralph for the Bristol Record Society (Bristol Record Society's Publications, Vol. VI and Vol. XIII). Vol. III (1654–7), Vol. IV (1657–61), Vol. V (1661–7) and Vol. VI (1673–87) have not been printed. In this article, the abbreviations, *Depositions* I, and *Depositions* II, refer to the volumes printed by the Bristol Record Society. For the other four volumes, references are given to the original manuscript volumes in the Bristol Record Office.

one ship, *The Love's Increase*, was 'built of the Stocke at the Key in Bristoll by one William Bullock Shippcarpenter' who became part owner of her;[1] and that another, the *Sampson*, of 200 tons, was built in Bristol and that a half share was acquired by a couple of Bristol merchants.[2] We also know that the *Pearl* of Bristol, 200 tons, was 'built with a square sterne and a pearle carved and painted in the same';[3] that the *Hare* of Bristol, 20 tons, had 'the head and sterne painted all black without a Topp with the figures 1658 carved in the sterne';[4] and that the *Phoenix* 'hath the picture of a Phenix guilted in the sterne'.[5] Such details, however, are comparatively rare, and this is all the more unfortunate as so little seems to be known about the building of merchant ships in seventeenth-century Bristol.

There is, on the other hand, a good deal of information about tonnage, and even when we take into account the difficulty of comparing seventeenth-century tonnage with modern tonnage, we are struck by the small size of the vessels which undertook such long and perilous voyages. Of forty-two ships whose tonnage is given in the first *Deposition Book*, only five were of 300 tons or over;[6] 10 were between 200 and 300 tons; three were between 100 and 200 tons; and twenty-four were under 100 tons. The later records do not show any marked increase in tonnage. A vessel of 400 tons was rarely found; approximately a third of the ships were of 200 tons or more; less than a third between 100 and 200 tons; and rather more than a third under 100 tons.

The depositions confirm the evidence from other sources that the greater part of Bristol shipping was owned by merchants, but that the masters often had a share in the ships they sailed.[7] The list of owners also included a sprinkling of coopers, shipwrights, sailmakers, vintners, and widows. It was the general practice for ships to be divided into shares, so that owners might spread their risks in what was a very risky business. Thus, the *Fellowship* of Bristol, burthen 250 tons, was divided between a number of merchants, of whom John Peterson held a quarter share; Michael Deyos, Robert Vickris, Gabriel Deane and James Powell one-eighth share each; and John Willoughby, three-sixteenths.[8] Richard Long, merchant, held a three-eighths share of the *Richard and Francis* with her 'tackle Amonition and appurtenances';[9] Anne Pearson, widow, owned a quarter share of the *Nevis Adventure*;[10] John Peterson the elder and John Peterson the younger

1 *Depositions*, I, 178. 2 *Depositions*, I, 47.
3 *Depositions*, V, 68. 4 *Depositions*, V, 74.
5 *Depositions*, V, 83.
6 Of these five, two came from Amsterdam, one from London, and two from Bristol.
7 See Patrick McGrath, 'The Merchant Venturers and Bristol Shipping in the Early Seventeenth Century', *The Mariner's Mirror*, Vol. XXXVI, no. 1.
8 *Depositions*, IV, 27, 28. 9 *Depositions*, II, 12. 10 *Depositions*, V, 129.

jointly owned a three-quarters share of the *White Dove*, 120 tons;[1] and William Hore in 1645 held three-sixteenths of the *Meere Maid*, 50 tons, an eighth of the *Neptune*, 80 tons, and an eighth of the *Globe*, 200 tons.[2] Halves, quarters, eighths and sixteenths were the usual fractions into which ownership was divided.[3]

There are some indications of the value of the ships, but they are only a rough guide since they do not tell us the condition or age of the ships in question. A tenth share of the *Bristol Merchant*, 400 tons, was estimated to be worth at least £600, giving a total value of £6000, and a value per ton of £15.[4] On the other hand, an eighth share of the *Elephant and Castle*, 200 tons, was worth £250.[5] The total value was therefore £2000 and the value per ton only £10. The value of the *Meere Maid*[6] worked out at just under £6 a ton;[7] the *Neptune*, 80 tons, at £7 a ton;[8] the *Richard and Francis*, 80 tons, at a little over £7 a ton;[9] and the *Katherine* of Portsmouth, 40 tons, at just over £6 a ton.[10] The *Lily* of Bristol, 80 tons, with tackle, guns, furniture and apparel, was worth £600 or just over £7 a ton,[11] while the *Jonathan* of Bristol, 55 tons, was said to be worth £622 and upwards, or over £11 a ton.[12]

The depositions give a good deal of information about the business side of merchant shipping including the cost of chartering ships and the charges for carrying freight. Thus, in 1651, two merchants, Robert Vickris and Peter Beckett, deposed that their ship, the *Content* of Bristol, 100 tons, was taken to freight by three other merchants at the rate of £40 a month 'in equall thirds euery man for himselfe and not one for another', for a voyage to the Caribbean islands and thence to France or England. The voyage took a year and the cost was nearly £500, but after some allegations made by the merchants who had chartered the ship, this was reduced to £430. One of the freighters was a merchant who travelled out with the ship but did not return with her and did not apparently pay his share of the charges. The owners took counsel's opinion and were advised that whoever received the goods upon the ship's return was liable to pay the freight. They therefore began a suit in the Admiralty Court against one of the merchants, John Knight, 'and after some money and tyme spent in that Court', it was agreed that the matter should go to arbitration. John Knight was eventually ordered to pay the cost of the freight and 40*s*. towards the charges in the case.[13] When the *Elephant and Castle* of London, 200 tons, was put under an

1 *Depositions*, v, 130. 2 *Depositions*, i, 214, 215.
3 For later practice and legislation, see Grahame E. Farr, *Records of Bristol Ships 1800–1838*. (Bristol Record Society's Publications, Vol. xv, pp. 10–13.)
4 *Depositions*, i, 104, 105. 5 *Depositions*, i, 120.
6 Presumably *Mermaid*. 7 *Depositions*, i, 214, 215.
8 *Depositions*, i, 214, 215. 9 *Depositions*, ii, 12. 10 *Depositions*, v, 141.
11 *Depositions*, iii, 198. 12 *Depositions*, ii, 110. 13 *Depositions*, ii, 79, 80.

embargo from December 1643 to September 1644 by the royalist party in Bristol, the aggrieved master claimed that he had lost eight months' employment 'which he then might have had at the rate of one hundred sixty and eight pounds per moneth'.[1] This was a very high rate compared with that in the previous illustration. No doubt there was some wishful thinking on the part of the master, but the disturbances of the time and the risks of capture during the Civil War made freight charges unusually high. The *Margaret* of Bristol, 70 tons, was hired from its owners, a ropemaker and a merchant, at the rate of £26 a month 'for the bare hull', for a twelve months' voyage to Youghall, St Christopher's, and back to England or Ireland.[2]

Freight charges were also based on the tonnage carried. When the *Marigold* of Bristol, 80 tons, was fitted out for a voyage to Spain and back, the owners undertook to set forth the ship completely and to furnish eight guns, the freighter reluctantly agreeing to pay £5. 10*s*. a ton for freight, 'being a verry exessive rate'.[3] In another case, the bill of lading of a ship bound from Nevis to Bristol refers to a small cask of indigo which was to be delivered to the merchant in Bristol 'he or they paying freight for the said goods after the rate of 3*d*. per lb. with primage and avarage accustomed'.[4]

When a merchant or his agent loaded goods into a ship, a bill of lading was made out, often, it appears, in triplicate, and was signed by the master and by the factor of the ship. The merchant retained one copy, and this copy was often produced as evidence after the ship had been lost or captured. The following will serve as an illustration of the form generally used:

Shipped by the grace of god in good order and well condiconed by me Gabriell Blyke of the Citty of Bristoll in and vppon the Good ship called the Daniell of Brist*oll* whereof is Master vnder god for this present voyadge Mr John Haskins and now riding to Anchor in the Road of Nevis and by gods grace bound for Kingsayle and Bristoll (to say) one small Caske of Indigo being marked and numbred as in the margent and are to be deliuered in the like good order and well Condiconed at the aforesaid port of Bristoll (the danger of the seas onely excepted) vnto Mr Giles Merrick of the Citty of *Bristoll* or to his assignes he or they paying freight for the said goods after the rate of 3*d*. per lb. with primage and avarage accustomed. In witnes whereof the Master or purser of the said ship hath affirmed to 3 bills of lading the one of which 3 bills being accomplished the other 2 to stand voyd. And soe god send the good ship to her desired port in safety amen. Dated at Neavis this 7th November 1659.[5]

The bill of lading mentions the marks which were put on different parts of the cargo to distinguish their ownership. These marks were often simply the initials of the owners, but sometimes they were more elaborate as appears from numerous illustrations in the *Deposition Books*.[6] The marks were

1 *Depositions*, I, 157. 2 *Depositions*, II, 187.
3 *Depositions*, II, 186. 4 *Depositions*, IV, 164. 5 *Depositions*, IV, 164.
6 See, for example, *Depositions*, I, 175; II, 147, 148. For a study of these marks and numerous illustrations of them, see H. E. Hudd, 'Bristol Merchant Marks' in *Proc. Clifton Antiq. Cl.* Vol. VII, pt. II.

important for identifying particular consignments on vessels which often carried a large number of goods for different owners. One deponent gave evidence that when he was in St Christopher's he saw two rolls of tobacco lying in a storehouse with other goods to be loaded on the *Charles* of Bristol. They were 'marked at the ends of them on the Crosse sticks there (called the windmills) for Richard Elsworthy, as the vsuall custome there is for the account of each mans goods'. The witness saw one Roger Kennis, who was part-merchant of the ship, 'take one of the said Rolls being a bigg one and weigheing neere about 80 li weight...and scrape the said Richard Elsworthies name out of the stick, and in the same stick marked the role with the bunch of grapes being the generall marke for the shipps whole Cargozeen'.[1]

The depositions also contain a certain amount of evidence about the insuring of ships and their cargoes. The practice was growing in the seventeenth century, even though some merchants were prepared to take the risk of loss in order to save the cost of insurance. *The Merchants Avizo*,[2] a very interesting and informative little hand-book for budding merchants, written in Bristol in the late sixteenth century and published early in the seventeenth century, is full of good advice on the matter of assurance which was to be 'after rate of 7 upon the 100' (7%) and was to be 'of as much force strength and effect as the best and most surest policie or writing of assurance which hath beene euer heretofore vsed to be made in Lumbard Street or now within the Royal Exchange in London'. Policies were to be made 'according to the vse and custome of the said streete or Royall exchange'. A number of Bristol merchants acted on this advice and when they heard news of their losses at sea they hastened to put on record that at the time they made the insurance, they had no knowledge of the losses. Thus in 1656 John Pope of Bristol, merchant, aged forty years or thereabouts, stated that when the ship *New Anne* of Bristol, 140 tons, sailed from Bristol to Lisbon he had aboard goods to the value of £200 and upwards, that he had insured thereof only £200 'in the Insurance office London', and that when he insured his goods he 'did not know nor was enny way informed that the said ship was taken nor did heare by any others but that she was in safety at the time of the said Insurance'.[3] Similarly in 1649 the widow of Richard Long deposed that when the *Richard and Francis*, 80 tons, sailed for Barbados her late husband, who owned a three-eighths share in her, had

1 *Depositions*, I, 191, 192.

2 *The Merchants Avizo Verie Necessarie for their Sons and Seruants, when they first send them beyond the Seas, as to Spaine and Portingall, or other Countries* Mad by their heartie well wisher in Christ, I. B. Merchant...At London Imprinted by John Norton 1607.

3 *Depositions*, III, 132.

'one policy of Ensurance made and registred in the Royal Exchange London';[1] and the merchants who owned cargo in the *Fellowship* of Bristol, which was taken by a Spanish man-of-war, made a sworn statement that 'at the tyme that they the deponents did make or Cause to be made their last insurance vpon the said ship and her ladeing they the said deponents nor any or either of them did know or had any manner of Intelligence of knowledge of the said ships being taken'.[2]

During part of the Civil War when Bristol was in the hands of the Royalists, it was not possible for Bristolians to insure at the Royal Exchange, and the business seems to have been transferred to Amsterdam. In 1644, for example, William and Robert Cann affirmed that they had put on board the *Tiger* of Amsterdam, 260 tons, certain goods which had subsequently been taken by a Parliament ship in the Severn. William Cann stated that before the ship sailed he had instructed Mr William Watson of Amsterdam to get an assurance made there on the merchandise.[3] The year before, Humphrey Hooke instructed William Watson to take out a policy on corn which was to be laden on the *Sampson* of Bristol bound for St Sebastians. Hooke said that the ship had been taken by the Parliament forces and that he did not expect to get any satisfaction for his loss except from the Insurers at Amsterdam.[4]

Evidence from other sources suggests that not all merchants followed the practice of insuring their goods. John Barker the elder directed in his will that if he had any adventures abroad at the time of his death 'Then yt is my will that the said adventures shalbe presentlie assured in London';[5] while yet another John Barker stated 'my will is that my wife shall with all convenient Speede next after my decease cause all myne adventures then on the Seas or beyond the Seas to be assured'.[6]

The *Deposition Books* do not throw a great deal of light on the work of the customs officers in the port, and although defrauding the customs was an occupation of considerable importance in seventeenth-century Bristol, most of our information about it comes from other sources. There are, however, a few statements of interest in this connexion, and one or two may be noted. In 1646 William Barwick, one of the officers of the Customs House and a Tide Waiter to the ship *True Love*, related how Thomas Weston, merchant, brought home various hogsheads of tobacco and deposited some of them with the Customs Officers as security for the payment of £60 due

1 *Depositions*, II, 12.
2 *Depositions*, IV, 28.
3 *Depositions*, I, 66.
4 *Depositions*, I, 91.
5 Patrick McGrath, 'The Wills of Bristol Merchants in the Great Orphan Books', *Trans. Bristol and Gloucestershire Arch. Soc.* Vol. LXVIII, p. 99.
6 *Ibid.* p. 100.

for custom on the tobacco. Barwick said that he was one of the officers 'that had a Locke vppon the said goods' but that 'his locke was taken of and the tobacco caried away contraree to this deponent(s) consent and without his privitie, by whom this deponent knoweth not, onlye he hath heard that two and twentie hogshede of that Tobacco came to the hands of Mr John Wright merchant'.[1] On another occasion, Matthew King, who was waiter and deputy searcher for certain pills, harbours and creeks belonging to the Port of Bristol, came to Axbridge and required the Constable of the town to assist him in searching for certain tobacco on which no duty had been paid, but which had, he believed, been privately brought to the town. The deputy searcher and the constable located the tobacco and seized it, and the deputy searcher 'drawing out a peece of Chalke did therewith make a marke vppon the said Tobacco. And besides tooke a peice of (it) from one of the rowles thereof by which itt might be known of what sorte and goodnes it was of and therevppon the said Mathewe King caused the doores of the said romeths to be made fast with two locks'.[2] In this case, the locks were not broken.

The numerous wars of the seventeenth century and the threats from Turkish pirates even in times of peace made it necessary for most of the merchantmen to carry considerable armament. In 1626, when privateering was the rage in Bristol, large vessels like the *Charles*, 250 tons, and the *Angel Gabriel*, 220 tons, carried twenty pieces of ordnance each and were considered capable of carrying four additional pieces.[3] One of the depositions states that when the *Marigold* of 90 tons was fitted out in 1645 for a voyage to Spain, the owners agreed by charter party to provide eight pieces of ordnance. The witness said that £10 had to be paid to Lord Hopton's secretary, and various other sums had to be disbursed among the Canoniers, in order to obtain two of the guns belonging to the *Marigold* 'which were amounted on the workes of the Cittie of Bristoll'. He added that 'the said 2 Gunns were the best that they had that voyage in the ship and were worth at least 40 li, the like Gunns could not then be procured for money, and that by the blessing of god and the haveing of the said Gunns they freed themselves from the Turkes with whom they had a tedious and desperate fight'.[4]

A great deal of the evidence in the *Deposition Books* relates to the condition of cargoes. In general, the master of a ship was responsible for any damage that might be sustained from the time he took over the goods

1 *Depositions*, I, 135. 2 *Depositions*, I, 180.

3 Patrick McGrath, 'The Merchant Venturers and Bristol Shipping', *Mariner's Mirror*, Vol. XXXVI, no. 1, Appendix 2.

4 *Depositions*, II, 186.

until he delivered them safely at the end of the voyage. The master was not, however, responsible for loss resulting from certain causes such as bad weather, piracy, enemy action or fire, unless of course his negligence contributed to the damage. Masters were obviously very anxious to safeguard themselves against any claims that might be made, and when they arrived in Bristol, they often hastened to the Tolzey with various witnesses to put on record their side of the case. The merchants, on the other hand, were not averse to proving negligence when possible, and a number of the depositions from factors, sailors, and others were clearly intended to show that damage could have been avoided if reasonable precautions had been taken by the master.

One of the most difficult cargoes to handle satisfactorily was wine, which played a big part in the seventeenth-century trade of Bristol. Casks which were full when they were taken on board in France or Spain were often far from full when they reached Bristol, and masters were very much concerned to show that the casks had been properly stowed during the voyage and that leakage was not the result of negligence on their part. Thus in 1646 the master of the ship *Content* of Bristol called in Ethelred Edwards, a Bristol pilot, and Martin Bacon, master's mate of the ship *Thomas* of Yarmouth to 'view the riseing of one butt of sack, which was leakt out'. This unofficial Board of Inquiry reported that 'the Butt in question lay as well Bedded and Quoyned, as any of the rest that came home sound'. They thought that the leakage might be due to wormholes, and they were quite sure it was not the result of bad stowage.[1] On another occasion, two mariners viewed the ship *Phoenix* of London. They saw four butts and one hogshead of sherry 'two of which butts were halfe out and the other two almost halfe out and the hogheads somthing above halfe out'. They reported that the wine was well stowed in the hold of the ship and that 'what quantity of wine as aforesaid leaked out of the said Caske was by reason of the badnes and insufficiency of the Caske and not by any neglect in the stowadge'.[2] In another deposition, the master and mate of the *Anne and Katherine* of London stated that while in Dublin they had been requested to view the wines in the *Providence* of Bristol. They made a sworn statement that 'the damadge by leakage of the said wynes was not occasioned by stowing thereof but by reason of the insufficiency of the Caske being and lieing soe long aboard the said ship having soe long a passage by reason of contrary winds and fowle weather'.[3]

Cargoes of oil and of sugar might also cause difficulties. The three mariners who inspected the casks of oil in the *Happy Entrance* arriving in Bristol from Marseilles reported that they 'were all stowed with corke and

1 *Depositions*, I, 171. 2 *Depositions*, IV, 282. 3 *Depositions*, II, 30.

Coynes according to the usuall Custome of merchants there';[1] while a sailor who said that while walking on the Key of Bristol he had been asked by the master to come on board the *Robert*, then unloading a cargo from Barbados, deposed that he found that the chest of sugar which he was asked to inspect was 'stowed cleare of the decke very neare five inches, and was stowed fast from runninge to and againe'.[2]

Although masters and owners of ships could not be held responsible for damage to cargoes resulting from the dangers of the sea, they might be held responsible if it could be shown that their ships were not really sea-worthy or in proper repair before they set sail. This no doubt explains why the master of the *Hopewell* of London, the pilot of the ship, and three of the crew went on record with statements of the various storms they met in their voyage from London to Bristol. They said that 'they shipped many seas and some damages could not but happen to the goods aboad by that meanes', but that the damage was wholly due to the weather which made the voyage go on for nine or ten weeks and that it was not caused 'by anie insufficiency of the ship beinge a newe built one'.[3] But not all vessels sailing from the port of Bristol were shipshape and Bristol fashion. One witness stated that before the *Mary Rose* set out for Newfoundland, he told one of the owners 'that he did not beleeve that the said ship Mary Rose was stanch betweene wind and water'. The owner retorted that 'she was firme enough'. In fact she proved leaky 'insomuch that there was found a foote and a halfe of water vpon the Cealing amongest the salt which spoyled a great quantity of salt and likewise of bread'. Certain ships which set out two days later arrived in Newfoundland fourteen days before her and had already taken on between four and five thousand fish when she arrived.[4]

Masters were also very anxious to prove that none of the cargo had been stolen while in their charge. Thus the master, the master's mate, the boatswain, the gunner, the cooper, and one of the crew of the *Robert* of London deposed 'that they are not guilty of diminishing the Carkeson or ladeing of the said shipp' and that they had delivered to the merchant the whole quantity of grain entrusted to them 'except ½ a hogeshead of Sweepings which the master is ready to Deliver';[5] and the master, boatswain and one of the company of the *William* of Yarmouth swore that the whole lading of corn taken on board in France had been delivered to the key of Bristol and 'noe abuse donn to the merchants' for they had not touched at any port, and when the grain was brought up in lighters from Hungroad to the Quay 'some or one of them came vp in every lighter' and 'they veryli beleue that all the wast in the whole lading . . . could not be above thre or four Bushelles

1 *Depositions*, IV, 249. 2 *Depositions*, II, 40.
3 *Depositions*, I, 144. 4 *Depositions*, II, 13. 5 *Depositions*, I, 185.

and that in the stowage by runing betweene the matts and the like'.[1] On another occasion, William Shapely of Bristol gave evidence that he shipped at Cadiz in the *Humility* bound for Malaga where they delivered all their goods 'except two bottles of spiritts which they drank when they were wett'. On the way back from Malaga, they met ten days of very bad weather 'whereby they were forced to stove one Butt of Malliga wine, fower barrells of water, and three barrells of beere for the preservation of the ship and goods, there being two foote and a halfe of water in the hold'.[2]

The heaviness of the sea or the insufficiency of the casks could not, however, always be produced as convenient explanations of why some of the cargo disappeared in transit, and sailors were sometimes found to give evidence on behalf of the merchants. One of the liveliest of the depositions is that of Thomas Hackwell, mariner, aged 26 or thereabouts, sailing in the *Tiger* of Amsterdam, 300 tons, from Malaga to Bristol carrying wines and fruit. He stated that he 'at seuerall times tooke notice of, and saw the Carpinter Gunner and one Jacob goe downe into the Hould of the said shipp where the wynes lay and were, and that it was their vsuall and constante practise during all the voyage homewardes to drinke and tipple of the said wynes all day long and most nights likewise, and this deponent doth the better know it because he hath seene the said Carpinter Gonner and Jacob at severall times bring vp wines in runlets and distributed it to the rest of the Company to drink in a wastfull manner and hath seene them drunken and overtaken with wines many times and seldome otherwise, which wynes this deponent conceiveth might haue ben kept from them, neither could they have come to it, had the Master vsed his diligence in preventing of, which he might have done had he placed Iron barrs over the Hatches'. He went on to say that he had heard some of the company tell the merchant on the ship that the wine in question was 'a part of a butt of wyne which leaked out'. He also stated that he had seen the fruit broken into, and that he believed if the merchant had spoken of it or complained he might have been in danger of his life, for when he checked one of the crew for being drunk 'he was stroke immediately by him'. The witness added, what was presumably evidence of further negligence on the master's part, that there 'was but one Catt aboard'. Evidently this was less than a reasonable establishment of cats for a ship of 300 tons.[3]

The *Deposition Books* naturally throw a good deal of light on the men who sailed in these seventeenth-century merchantmen, but before we consider the ship's company, we may glance at the evidence relating to the ship's factor or merchant. His job was to keep an eye on the interests of the merchants whose goods were being carried in the ship, and he often under-

1 *Depositions*, I, 134. 2 *Depositions*, V, 108. 3 *Depositions*, I, 49–51.

took the responsibility of supervising the cargoes of a number of different merchants. Sometimes there was more than one factor on board to share the responsibility. The factor was often a young merchant gaining experience. There must, we imagine, have been a certain antagonism between the seaman and the landlubber, and the conflict of interests became even more acute when the cargo was edible or drinkable. The factor of the *Tiger* of Amsterdam, was, as we have already seen, far from happy since he was in some personal danger from a drunken crew. Moreover, the ship's master was not helpful, and at the end of the voyage, the factor complained that he had been compelled to leave part of his cargo behind because the crew were always ashore drinking and the master would do nothing to stop them.[1] Another factor, one Lawrence Hurston, grocer, aged thirty or thereabouts, complained that when he arrived at Chepstow in 1645 with a cargo from Barbados the governor of Chepstow took four rolls of tobacco out of the ship. This, he said, could have been avoided and the ship could have sailed away without loss if the carpenter and others had not been on shore at the time. He also complained that the boatswain, secretly and without his consent, had loaded a certain quantity of tobacco on the ship, so that he was unable to get all his own tobacco on board. He had been compelled to send it in another ship which had been taken by the rebels.[2]

The difficulties that might face a young man acting as factor are seen from the case of Thomas Wright, aged 21, a merchant of Bristol who was agent for his father in the *Charles* of Gloucester bound for the Canaries. The ship put in at Falmouth, and the young man went on shore to do some business. He stated that he had given notice of this to the master, William Phelps, but that when he finished his business, he found the ship had sailed off without him. He was, however, a young man of initiative, and in his own words, he 'therevpon . . . imediately travelled to Plimouth, from thence to the Ile of Weight and therehence to London and not finding any passage att any of the said ports for the Iland of Canaries this deponent tooke passage from London to Holland and from thence to the Canaries where this deponent arived sixe dayes after the said Phelps set sayle from thence, in which Jorneys and passage cost this deponent aboue thirty pounds sterlinge in all'. He further stated that he had been under instructions from two Bristol merchants to get help from Mr Gowen Paynter, a merchant resident in the Canaries, in selling the goods in the ship and taking on a cargo of wine for the return journey. The master had apparently refused to discharge the goods and had gone on with them to Santa Cruz, subsequently writing to Mr Paynter saying that he would not return with the cargo and that it might as well be discharged in Santa Cruz. All this meant a loss of

1 *Depositions*, 1, 50. 2 *Depositions*, 1, 99, 100.

at least £100 and 'in regard the said William Phelps would not come from the Port of Stt a Cruse hee could not Lode any good wines but such as he could get there which is the worst sort of Wynes in the Iland, and but fifty pipes of wines neither, and there by the said shipp come home to this port one hundred and fifty pipes of wyne dead fraight'. Finally, Mr Paynter also told the deponent that 'the said Mr Phelps desired him that he would not wright home to his merchants sayinge if you doe I am vtterly vndone'.[1]

Another occasion on which the ship's factor showed initiative and courage amounting to foolhardiness is given in a description of the voyage of the *Love's Increase* from Bristol to Ireland and the West Indies. The ship was leaking so badly that she was forced to put back to Kinsale where 'one of the Company left the ship, and the rest were resolved and Thretned to doe the like, and in order there vnto some of them Carried on shore their Chests but by the persvasion of Mr Francis Hooke factor of the said ship and by reason of a very faire wind the remain of the Ships Company proceeded in her in the said voiadge'.[2]

Most of the statements on the *Deposition Books* give only one side of the case. The full story may well have come out in proceedings before the Admiralty Court, but except for one or two papers, the records of the Admiralty Court in Bristol have not survived. It is probable that some of these young factors who were just beginning their careers as merchants sometimes thought they knew more than in fact they did and had not always learnt tact and restraint. According to the evidence of the carpenter of the ship *Submission* sailing from Zante to Bristol, William Bullock the younger, merchant of the ship, 'coming out of his Cabin in the morning . . . said to the said Master that his ships Top saile was downe. Then the said Smith replyed to the said Bullock that his eyes were not well opened, wherevpon the said Bullock gave him a box in the yeare'.[3] Unfortunately, we do not know what happened next.

1 *Depositions*, II, 90, 91. 2 *Depositions*, IV, 11. 3 *Depositions*, V, 45.

*(To be continued)*